

LAW OFFICES OF GREGORY JAVARDIAN

By Mary F. Kennedy, Esquire

Attorney I.D. # 77149

1310 Industrial Blvd.

1st Floor, Suite 101

Southampton, PA 18966

(215) 942-9690

Attorney for Citizens Bank, N.A.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

Glenn T. Pembleton

Debtor(s)

Chapter 13 Proceeding

24-12741 AMC

**STIPULATION BY AND BETWEEN GLENN T. PEMBLETON AND CITIZENS
BANK, N.A.**

WHEREAS, the parties hereto, and their respective counsel, have agreed as to the disposition of the Motion for Relief from the Automatic Stay filed by Mary F. Kennedy on behalf of mortgagee, Citizens Bank, N.A. ("Movant").

NOW, THEREFORE, intending to be legally bound, the parties hereto, herewith stipulate as follows:

1. Movant is a mortgagee and holder of a perfected, secured claim against the Debtor pursuant to a Note and Mortgage on Debtor's real estate known as at 1431 E. Mt Pleasant Avenue, Philadelphia, PA 19150.
2. Upon approval by the United States Bankruptcy Court of the within Stipulation, Debtor and secured creditor, Citizens Bank, N.A., agree to the following:
 - (a) Debtor(s) acknowledges that the current regular monthly post-petition mortgage payment is \$716.03 per month. The monthly payment is

subject to change in accordance with the terms of the Note and Mortgage.

(b) Debtor(s) acknowledge that debtor(s) is currently due for the following amounts post-petition:

9/3/2024 Payment	\$697.07
10/3/2024 Payment	\$703.55
11/3/2024 Payment	\$709.40
12/3/2024 Payment	\$716.03
Funds received 11/27/2024	-\$616.05
Motion for Relief Attorney Fees & Costs	\$1,249.00
TOTAL	\$3,459.00

(c) Commencing with the January 3, 2025 payment the Debtor(s) shall resume and shall continue to make all regular monthly post petition mortgage payments when they are due in accordance with said Note and Mortgage.

(d) Within fifteen (15) days of the Court's approval of this Stipulation, Debtor(s) shall amend the Plan to provide for the payment of the post-petition arrears of \$3,459.00 to Movant through the Plan.

(e) Within fifteen (15) days of the Court's approval of this Stipulation Movant shall amend its Proof of Claim to add the \$3,459.00 in post-petition arrears to its arrears claim.

(f) All payments from Debtor(s) to Citizens Bank, N.A., its successors and/or assigns shall be in the form of certified funds or Trustee checks if conduit payments.

(g) The provisions of the Stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this

Stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

- (h) The Debtor(s) shall timely tender all payments and comply with all conditions in accordance with this Stipulation. If such payments or conditions are not timely made, Movant may provide the Debtor(s) and their counsel with fifteen (15) days written notice of default. If the default is not cured within the fifteen (15) day period, Movant may certify the default to this Court and an Order shall be entered granting Citizens Bank, N.A. its successors and/or assigns relief from the automatic stay without further notice and hearing.
- (i) Should Citizens Bank, N.A. its successors and/or assigns be granted relief from the stay after filing a Certification of Default in accordance with paragraph 2(h) above, the parties agree that the said relief order shall include the following language: "bankruptcy Rule 4001(a)(3) is not applicable and Movant is allowed to immediately proceed with foreclosure and all other relief available under the Non Bankruptcy law."
- (j) Should Citizens Bank, N.A. its successors and/or assigns be granted relief from the stay after filing a Certification of Default in accordance with paragraph 2(h) above, the parties agree that the said relief order shall include the following language: "Federal Rule of Bankruptcy Procedure 3002.1 is no longer applicable to Citizens Bank, N.A. and/or its successors and assigns.

(k) The parties agree that a facsimile may be submitted to the Court as if it were an original.

STIPULATED AND AGREED TO BY:

Brad J. Sadek, Esquire
Attorney for Debtor, Glenn T. Pembleton

Attorney for Debtor, Glenn T. Pembleton

Mary F. Kennedy, Esquire
Attorney for Citizens Bank, N.A.

Jack K. Miller, Esquire *for*
Kenneth E. West, Esquire
Trustee

Date: 12/16/24

Date: 12/16/2024

Date: 12/31/2024

I have no objection to its terms, without prejudice to any of our rights and remedies

On this ____ day of _____, 2024, approved by the Court.

United States Bankruptcy Judge
Ashely M. Chan